

DOROUGH, H. N., et. uc., Kyrtle PURCHASE OF IMPROVEMENTS

688 GREEN LATERAL

0023-0083-0007-00

MARCH 1942

17-(7) Texas

780

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AUDIT DIVISION

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

FILE COPY

Rio Grande IRRIGATION PROJECT

CONTRACT RELATING TO Purchase of Land Improvements

This Contract, Made **March 11th**, 19 **48**, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, herein styled the United States, represented by the officer executing this contract,¹ ~~and subject to the approval of the proper supervisory officer,~~ and

H. M. Dorough and Myrtle Dorough, his wife

herein styled Contractor, ¹ heirs, executors, administrators, successors, and assigns.

2. ~~Witnesseth~~, That the parties hereto do hereby mutually covenant and agree as follows:

3. The Contractor ~~will~~ **does hereby sell, assign, transfer and set over to the United States, free and clear of any lien or encumbrance, all buildings, fences, ditches, seedings, crops, trees, shrubbery, and other improvements (all hereinafter styled improvements), located upon, attached to, or connected with that certain tract of land described as follows:**

A tract of land lying and situate in El Paso County, Texas, and in the Northwest quarter (NW¹/₄) of Section eleven (11) Township thirty-three (33) South, Range seven (7) East Bureau of Reclamation Survey, being also within Survey forty-seven (47) the Y. Ochoa and the M. Aranda surveys of the Mainland San Elizario Grant, shown as tract nine (9) Block eleven (11), on plat of official resurvey of the Mainland San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January 1930, and of record in the office of the County Clerk of said county and state, being more particularly described as follows:

Beginning at a concrete post at the intersection of the southwest line of tract nine (9) Block eleven (11) of said official resurvey of the San Elizario Grant and the southeast right of way line of a county (Herring) road, said concrete post set for the west corner of said tract nine (9) Block eleven (11); thence North fifty-one degrees (51°) thirteen minutes (13') East along the southeast right of way line of said county (Herring) road one thousand three hundred fifty-three and one tenth (1353.1) feet and North four degrees (04°) East three hundred twenty-two and five tenths (322.5) feet to point of intersection of said right of way line with the Southwest right of way line of State Highway No. 1; thence South thirty-six degrees (36°) twenty-four minutes (24') East along the southwest right of way line of State Highway No. 1 thirty-eight and six tenths (38.6) feet to a point; thence South four degrees (04°) West three hundred four (304) feet; thence South fifty-one degrees (51°) thirteen minutes (13') West one thousand three hundred sixty-three and four tenths (1363.4) feet to a point on the southwest line of Tract nine (9) Block eleven (11) of the resurvey of the San Elizario Grant; thence North forty degrees (40°) nineteen minutes (19') West along said southwest line of Tract nine (9) Block eleven (11) twenty-five (25) feet to point of beginning. Said tract of land containing ninety-six hundredths (0.96) of an acre, more or less, all as shown on

(Over)

¹ Strike out words not applicable.

Correct as to Engr. Data
AWA

plat attached hereto and made a part hereof.

3a. In consideration of the premises herein and as an additional consideration to that hereinafter named, there shall be constructed by and at the expense of the United States two culvert road crossings, of standard design, at a location to be designated by the grantor, in order to afford a means of egress and ingress between county (Herring) road and the land of the grantor.

The Contractor does hereby certify and confirm the grant of the right of way across the land above described. In addition the United States shall construct at its expense two wooden tap boxes, a metal screw gate and frame, and a check all of standard design as may be necessary to provide adequate facilities for irrigating the grantor's land of which the right of way to be granted is hereunder a part.

~~Except in consideration of the faithful performance of the contract, the Contractor shall~~
bequidness follows:

6. The Contractor will furnish evidence satisfactory to the United States that the Contractor is the owner of said improvements and of the land on which the same are located, and that the improvements are free from any lien or encumbrance, and for this purpose will submit to the United States for examination any pertinent abstract title or other title papers which the Contractor may have, with the right to the United States to make and retain copies of such papers; but any abstract of title additional to what the Contractor may now have, which the United States may require, shall be procured at the cost and expense of the United States.

7. The Contractor will procure and have recorded where proper for record, all evidence of title which in the opinion of the District Counsel for the Bureau of Reclamation, are necessary to show good title unencumbered, in the Contractor to the property purchased, and which may be requested by said District Counsel.

8. The United States will pay the Contractor the sum of ONE AND NO/100 (\$1.00) Dollars, upon Government voucher, by Treasury warrant or disbursing officer's check, as full purchase price of said improvements and as full payment for all damages by reason of the matters and things herein stated.

9. Liens or encumbrances against the property purchased may, at the option of the United States, be discharged at the time of payment, or a sufficient amount for this purpose may be retained from the purchase price and the same discharged with the money so retained; but this provision shall not be construed to give precedence to any lien or encumbrance over this contract, nor as an assumption of the same by the United States.

10. The United States will permit the Contractor to retain possession, of the land above described, to use and enjoy the same and to remove therefrom, and property not the property of the United States, until March 18th, 1942 unless prior thereto it becomes necessary to occupy said land for Government purposes, in which event the Contractor will be duly notified; and the Contractor agrees that whenever so notified the Contractor will immediately yield and deliver up the possession of said land, together with the said improvements thereon purchased by the United States.

...the contract shall be annulled...
...the contract shall be annulled...
...the contract shall be annulled...

12. No interest in this contract shall be transferred by the Contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.

13. Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

14. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat., 1109).

15. The Contractor warrants that the Contractor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by Contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business with others than the Government.

In witness whereof, The parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,
L R Flock

By _____
Superintendent _____, Bureau of Reclamation.

H. M. Dorough

Contractor.

Myrtle Dorough

By _____

P. O. Address _____

Approved, _____, 19

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF _____ }
COUNTY OF _____ } ss:

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract made by me, personally, with _____ that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said _____, or to any other person or persons; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

_____, Bureau of Reclamation.

Subscribed and sworn to before me at _____

[OFFICIAL SEAL] this _____ day of _____, A. D. 19

My commission expires _____

NOTE.—Execute this affidavit only on the copy for the Returns Office; not on original.

INSTRUCTIONS

- 1. In the heading, in the blank following the words "Contract relating to," insert an appropriately descriptive word, such as Damages, Supplies, Repairs, Drayage, etc.
- 2. The post office address of the Contractor must appear in the contract, all dates plainly given and blanks carefully filled, and all particulars and conditions stated as fully and as clearly as practicable.
- 3. Erasures and interlineations or other irregularities must be explained over the signatures of the parties to this contract. A general statement that "erasures and interlineations were made before execution" is not sufficient.
- 4. Only one copy of a contract should be executed, unless the Contractor requests an executed copy, in which case the contract may be executed in duplicate.
- 5. A contract with a firm should describe the Contractor in the preamble, as, for instance, "Doe & Roe, a partnership, consisting of John Doe and Richard Roe, copartners," the names of all members of the firm being inserted. The contract should be signed in the firm name by a member thereof, who should also affix his title of "Copartner."
- 6. A contract with a corporation should describe the Contractor in the preamble, as, for instance, "Doe Mercantile Company, a corporation duly organized under the laws of the State of Colorado." The contract should be signed in the corporate name by an appropriate officer thereof, who should affix his official designation, together with the corporate seal. A certificate under the corporate seal that the officer signing the contract is authorized to do so should accompany the contract. If the corporation has no seal, the certificate should state that fact (C. L. 1326).
- 7. In the execution of this contract the names of the parties should be signed in ink in the usual manner and as written in the body of the instrument.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
738 Amarillo Building
Amarillo, Texas

U S BUREAU OF RECLAMATION		
EL PASO, TEXAS		
RECEIVED		
JUN - 8 1942		

June 5, 1942

From District Counsel
To Superintendent, El Paso, Texas.
Subject: Grant of Right of Way - Green Lateral Wasteway -
Rio Grande project.

1. Reference is made to your letter dated May 25, 1942 and enclosures, relating to purchase of land improvements from H. M. Dorrough and Myrtle Dorrough.

2. In order that this office may give further consideration to the contract submitted, please furnish a copy of the stock subscription contract with the El Paso Valley Water Users' Association under which the grant of right of way was authorized, and of any conveyances of such reserved right of way easement thereunder. A loan of your office copies will serve our purpose.

3. The instrument submitted apparently relates solely to improvements on land, for which a right of way has already been acquired, and is intended to protect the government from loss through damage to said improvements resulting from the construction of the proposed pipe line.

- - -


Spencer L. Baird

Dupl.

*June 20 -
HWH says he
has sent this inf
Wells*

